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PUBLIC EMPLOYMENT  
RELATIONS BOARD

AGREEMENT

Between

MELCHER-DALLAS COMMUNITY  
SCHOOL DISTRICT

And

MELCHER-DALLAS EDUCATION ASSOCIATION

2006-2007

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## **ARTICLE 1 DUES CHECKOFF**

### **A. DEFINITION**

"Dues" represent the monetary fee which Melcher-Dallas School personnel, eligible for membership in the Association, pay to the Melcher-Dallas Professional Education Association as a requisite for membership in the Association.

### **B. DEDUCTION OF ASSOCIATION DUES**

For employees who are members of the Association, and who have on file with the Board of directors a valid Salary Deduction Authorization Form, the Employer will deduct from salary earned and pay to the Association, dues, according to the following procedure:

#### **1) AUTHORIZATION**

It is the responsibility of the Association to present the Board of Director's Secretary:

- i. A list of all Association members who desire to have Association dues deducted from their salary no later than the second Friday in September of each school year, and
- ii. Signed Salary Deduction Authorization forms for all Association members appearing on the list.

#### **2) REGULAR DEDUCTIONS**

The employer shall deduct the total dues authorized per employee at the rate of 1/10 of the total dues from the regular salary checks of the employee once monthly for a period of ten (10) months commencing with the month of October and ending with the month of July.

#### **3) NEW EMPLOYEES**

New employees shall be eligible for dues deductions and said dues shall be deducted on a schedule to be determined by the employee, with deduction not to extend past the month of July

#### **4) DURATION**

Such authorization shall continue in effect for one year only and list of eligible employees and new authorization cards must be filed with the Board Secretary each year by the second Friday in September for the dues check off procedure to become operational.

Revocation of the dues check off procedure by any employee may occur through a thirty (30) day written notice to the Employer.

5) **HOLD-HARMLESS CLAUSE**

The Association agrees to indemnify and hold harmless the Employer, the Board, each individual Board member, and all Administrators against any and all claims, cost arising out of the application of the provisions in the agreement between the parties for dues deductions.

6) **TRANSMISSION OF DUES**

The Employer shall transmit to the Association Treasurer, the total monthly deduction for professional dues within ten (10) school days following the pay period of the months of October through July.

**ARTICLE 2  
GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

- 1) Grievance: A grievance shall mean an alleged claim by an employee, a group of employees or the Association that a dispute or disagreement of any kind exists involving the interpretations/application of the terms of this agreement.

**B. RIGHT TO GRIEVE:**

- 1) Any grievance affecting a single employee or any group of employees located in the elementary building or the secondary building shall begin at Step 1 of this Article.
- 2) Any grievance affecting all employees covered by the Agreement may be filed by the Association and such grievance shall begin at Step 2 of this Article.
- 3) According to procedure guidelines as presented in Part D of this Article, the Association on its own may continue and submit to arbitration any grievance filed and later dropped by a single employee or group of employees.

**C. INDIVIDUAL RIGHTS**

- 1) A grievant may be represented at all stages of the grievance procedure by his/her option, by an Association representative selected by the Association. If the aggrieved individual chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**D. PROCEDURE:**

- 1) The employee, or group of employees, shall within ten (10) central office days of the employee's knowledge of the alleged Employer violation of any of the provisions of the Agreement, present the grievance orally and in writing to the building principal.

- 2) The written grievance shall state clearly, concisely, and specifically the grievant's position and shall state the remedy requested by the grievant to resolve the grievance.
- 3) The written grievance shall be dated and signed by the grievant or grievants. The grievance shall clearly, concisely, and specifically state the Article and Section of the Agreement alleged to have been violated by the Employer.
- 4) The meeting between the Principal and grievant(s) shall be to discuss the grievance and arrive at a satisfactory solution to the grievance.
- 5) The building principal, shall, within six (6) central office days, communicate his/her decision on the grievance, if not completely resolved orally at the meeting between the principal and the grievant(s) in writing to the grievant(s), the Association President and the Superintendent of Schools.

## **STEP TWO**

- 1) If the grievant is not satisfied with the disposition of the grievance on Step 1, or if no decision has been rendered by the principal within six (6) central office days, then the grievance may be referred to the Superintendent of Schools.
- 2) The grievant shall reduce the grievance to writing, as in Step 1. The grievance shall state as clearly as possible the precise nature of the employees position and why the principal's response (Step 1) was unsatisfactory.
- 3) The written document shall be delivered to the Superintendent of Schools within six (6) central office days of the grievant's receipt of the building principal's written response in Step 1.
- 4) The grievant(s), building principal and Superintendent of Schools shall meet at a time mutually agreeable to all parties, but no later than ten (10) central office days after presentation of the written grievance to the Superintendent of Schools, to orally discuss, and hopefully, resolve the grievance.
- 5) The Superintendent of Schools shall immediately communicate in writing, within six (6) central office days of the meeting with the grievant(s), the decision on the grievance, if not completely resolved orally at the meeting between the Superintendent, principal, and grievant(s).

### **STEP THREE**

- 1) If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered by the Superintendent within six (6) central office days after the meeting with the Superintendent, the grievant may, within five (5) central office days after a decision by the Superintendent or no later than fifteen (15) central office days after the meeting with the Superintendent, request in writing to the Association President that the Association submit the grievance to arbitration.
- 2) If the Association determines that the grievance is valid and deserving of the Association support, the Association may, within fifteen (15) central office days after receipt of the request from the aggrieved person, submit a written notice to the Superintendent of Schools that the grievance is being submitted to binding arbitration.
- 3) If any questions arise as to the arbitrability of the grievance, such questions will first be ruled upon by the arbitrator.

#### **E. ARBITRATION PROCEDURE**

- 1) Within ten (10) central office days after such written notice of submission to arbitration, the Superintendent and Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such individual to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten day period, a request for a list of arbitrators shall be made to the Public Employment Relations Board by the Association.
- 2) Neither party may submit any evidence in the arbitration proceedings that was not submitted at Step 2.
- 3) The arbitrator selected will confer with the representative of the Superintendent and the Association and hold hearings necessary to complete his/her responsibilities and will issue a decision in writing according to a timeline to be determined by the arbitrator
- 4) The decision of the arbitrator shall be binding upon both parties and shall be in accordance with existing laws and shall not violate any of the terms of the Agreement.
- 5) The cost for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses shall be borne equally by the Employer and the Association. All other costs shall be borne by the party incurring them.

## **F. EXCEPTIONS TO TIME LIMITS**

### **G. NO REPRISAL**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure. Communications dealing with the grievance process shall be filed separately from the personnel files of the participants.

### **H. ARBITRABILITY**

An arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement should there exist a dispute between an employee(s) and the Association regarding the arbitration status of an issue.

### **I. RELEASED TIME**

If the administration and Association mutually agree that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

## **ARTICLE 3 STAFF REDUCTION PROCEDURE**

### **A. REDUCTION OF STAFF**

The employer shall determine the area, subject, or programs that will lose staff position for the coming year.

Reduction in staff will be accomplished first through attrition when possible.

In the event necessary reduction in staff cannot be adequately accomplished by attrition within the area affected the Employer will reduce the least senior employee certified and qualified to perform the work available with the following areas:

- 1) By building in grades K-6 only
- 2) By building grades 7-12 only
- 3) By subject area in grades K-12 in physical education, vocal music, and instrumental music. Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedure spelled out in Section 279.15 of the Iowa Code.

"Certified" shall mean full State of Iowa Certification for the subject area(s) to be taught.



"Qualified" shall mean possession of a full college major in the subject area(s) to be taught with the following exceptions:

- a) Elementary teachers with elementary certification by the state department will be considered qualified.
- b) In grades 7 through 12 where it is not practical to have a full major in every subject area taught, the person will have a major in one of the areas and be certified or could be certified by the state on or before March 10 of the year of this agreement to teach the other classes in that position.

#### B. NOTIFICATION

Employees affected by staff reduction shall be notified no later than April 30 of any year.

When seniority is equal between or among employees, contract non-renewal(s) shall be determined by the drawing of lots.

#### C. RECALL

If there is a vacancy in the area the employee was reduced from the terminated employees who are certified and qualified to perform the work in question will be re-employed in the order of the individual with the most seniority being recalled first.

Notice of recall will be given by the employer via registered mail to the last address given to the board secretary by the terminated employee.

If the employee fails to respond to the recall notice within ten (10) days after receipt of the above recall notice, the employee will be deemed to have refused the position offered.

Recall rights will be maintained by terminated employees for a period of two years from the date of termination unless the terminated employee waives recall rights in writing or is known to have accepted another teaching position within the two year recall period.

All benefits to which an employee was entitled at the time of termination, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment. The employee will be placed on the proper step of the salary schedule according to the employee's experience and education.

#### D. SENIORITY

Seniority with the Melcher-Dallas School District shall be determined by years of continuous employment with the district, beginning with the date the employee's contract was ratified by the Board.

**ARTICLE 4**  
**CONTRACT DAYS OF SERVICE AND HOLIDAYS**

**A. DEFINITION: CONTRACT DAYS OF SERVICE**

Contract days of service shall include days when pupils are in attendance, six (6) paid holidays, and other days on which employee attendance is required by the Employer within the maximum of contract days as specified in Section (B) of this Article.

**B. NUMBER OF CONTRACT DAYS OF SERVICE**

The contract days of service for employees covered by this Agreement and contracted on a regular basis, other than new personnel, who may be required, at the Employer option to attend an additional day for orientation, shall not exceed 190 days.

**C. HOLIDAYS**

The employer recognizes the following paid holidays as being included in the contract days of service as the basis for salary computation:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) New Year's Day
- 4) Easter Monday
- 5) Christmas Day
- 6) Federal Observance of Washington's Birthday

**D. NON-PAID**

Memorial Day shall not be a paid holiday nor shall it constitute one of 190 employee contract days specified in Section (B) of this Article.

**E. EMPLOYEE NON-ATTENDANCE**

Employee attendance shall not be required when ever student attendance in that building is not required due to inclement weather and/or water problems, unless something which has been scheduled would benefit the welfare of the employer and employee as mutually agreed upon.

**ARTICLE 5**  
**TRANSFERS**

A. The assignment of an employee to a different job classification shall constitute a transfer. Transfers may be voluntary (initiated by the employee) or involuntary (initiated by the Employer).

B. The Employer shall post any permanent vacancy as soon as known and employees will be provided a week to submit a written request for consideration of transfer.

- C. Current employees will be given consideration for all vacancies for which they qualify and request transfer prior to the position being filled with an involuntary transfer or new hire. If the transfer is not accepted, the employee will be provided with a reason(s) in writing within ten (10) school days of the decision.
- D. The Employer will notify the employee of an involuntary transfer by June 15 except for unforeseen circumstances. The employee may request a meeting regarding the involuntary transfer with the Employer.

## **ARTICLE 6 EMPLOYEE WORKDAY**

- A. **EMPLOYEE WORKDAY** The normal workday shall begin at 8:00 a.m. and end at 4:00 p.m., begin at 7:45 a.m. and end at 3:45 p.m., or begin at 7:30 a.m. and end at 3:30 p.m. Teachers must sign up with their building administrator at the start of each semester. Exceptions to this include the following:

- 1) Fridays and days preceding holidays and vacations, the workday shall end ten (10) minutes after the close of the students' day.
- 2) Parent-Teacher Conference days; two in the Fall and one in the Spring, four hours each day, to be considered as hours to be applied as a regular workday.
- 3) Employees may leave early for appointments or other legitimate reasons as determined by the employee's immediate supervisor.
- 4) **Workshop and in-service days are 8:00-4:00.**

- B. **LUNCH BREAK**

- 1) All employees shall have a daily duty-free lunch break of a minimum of twenty-five (25) minutes and a maximum of thirty-five (35) minutes, with said lunch break to be scheduled by the principal.
- 2) Employees may leave the building during their lunch break after informing the principal's office, indicating where they may be contacted during their absence from the building.

- C. **PREPARATION TIME**

During the normal workday, each regular employee over half-time shall be provided preparation time as follows:

- 1) Elementary employees, grades K-6, shall have a minimum of one hundred fifty (150) minutes per week, with such time to be scheduled by the building principal.
- 2) Secondary employees shall have a minimum of one (1) scheduled academic period each day.

- 3) Secondary employees shall have not more than six (6) different class preparations scheduled per day per grading period. This excludes: Counselor, Instrumental Music teacher, Special Education teachers and the Librarian. Multiple offerings of the same class per grading are counted as one (1) preparation.
- 4) Preparation time shall be utilized by employees to prepare for his/her own classes. If, in an emergency, a substitute cannot be employed for a certified employee, an employee may be assigned by the principal and/or Superintendent, to substitute during his/her normal assigned preparation period and shall be paid at the rate of \$20.00 per class period.
- 5) Part time employees will have prep time scheduled as above in proportion to their contract time.
- 6) Any and all substitute teaching assignments shall be rotated equally among the available certified employees with scheduled preparation time each period of the day when a substitute is required.
- 7) Employees may not leave the building during preparation time except by permission of the building principal.

#### D. OTHER ASPECTS OF THE WORKDAY

Employees may be required to work four (4) duty assignments without compensation. These duties shall be limited to:

- 1) Homecoming activities with principal's consent. Employees will be paid \$10/hr. for required homecoming duties in excess of six (6) hours beyond the contract day. Homecoming will count for three (3) duty assignments. One (1) duty for each three (2) hour shift.
- 2) Elementary music concerts.
- 3) Parent-Teacher Conferences - with exception of Section A of this Article, paragraph 2. (Such conferences shall be included in these hours with principal's knowledge and consent.)
- 4) Staffing with principal's consent.
- 5) Open house.

At the beginning of each year, the Employer will post the list of duties needed to be filled. Employees will be given the opportunity to volunteer for their four (4) duties. If there are not volunteers for some duties, the Employer will assign employees who do not have four (4)

duties by assigning the least senior employee first.

- 6) Child Find - Will count as two (2) duty assignments
- 7) Shared teachers will be assigned to one (1) building - Prep time is equitable to the building assigned.

## **ARTICLE 7 COMPENSATION**

### **A. BASIC SALARY**

The basic contract salary of regular full-time certified employees covered by this Agreement, shall be as set forth in Appendix 1, which is attached to and incorporated in this Agreement.

### **B. METHOD OF PAYMENT**

- 1) PAY PERIOD: Each employee shall be paid in twelve (12) equal installments on the fifteenth (15) of each month.
  - a. Exceptions: If the pay period of a month falls on Saturday or Sunday, employees will receive their paychecks on the last working day.
  - b. When a pay period falls on, or during a school holiday, or vacation, employees shall receive their pay checks on the last previous working day prior to the holiday or vacation period.
- 2) SUMMER CHECKS: Summer checks, other than the summer school teachers, shall be mailed to the address designated by the employee.
- 3) Teachers retiring at the end of the school year need to request their final pay on or before June 1.
- 4) The 06-07 Master Contract is based on 190 contract days as defined in Article 4.B. Any days added beyond the stated contract days shall be paid per diem.

### **C. SUPPLEMENTAL PAY FOR EXTRA-CURRICULAR DUTIES**

Employees covered by this agreement assigned and contracted for extra duties, as listed in the Extra Duty Compensation Schedule (Appendix 2), shall be paid according to the Extra Duty Compensation Schedule (Appendix 2) which is attached and incorporated in this Agreement.

### **D. ACTIVITY TICKETS**

The employer agrees to grant two activity passes good for admittance to all home Melcher-Dallas elementary and secondary extra-curricular activity events, in exchange for the receiving employee working two (2) extra-curricular events without pay (i.e. supervision, ticket sales, etc.).

During the first week of the school year each fall the building principal will ask employees to indicate if they desire activity tickets. Employees desiring tickets will sign a form. Activity event assignments will be scheduled by the building principal(s). Those employees desiring activity tickets will receive the tickets prior to the first home event of the year.

Employees can earn additional activity tickets for their immediate family members by working one (1) event for each additional ticket.

**E. TRAVEL EXPENSES**

If by mutual agreement employees use their personal automobiles in the performance of their contractual responsibilities, other than driving between the secondary and elementary buildings during a contractual eight hour workday, or driving to or from work each contractual workday, or driving to or from either the secondary building or the elementary building on weekends or holidays or non-contractual days, whether in performance of curricular or extra-curricular responsibilities, reimbursement shall be at the rate of twenty-eight cents (\$.28) per mile.

**ARTICLE 8  
EMPLOYEE LEAVE**

The following employee leaves of absence shall be granted by the Employer:

**A. SICK LEAVE**

Sick leave with full pay for personal illness only will be granted by the Employer according to the following schedule:

1st year of employment.....	11 days
2nd year of employment.....	12 days
3rd year of employment .....	13 days
4th year of employment .....	14 days
5th year of employment .....	15 days
6th and subsequent yrs of employment.....	16 days

The above amounts shall apply to consecutive years of employment in the same school district, and unused portions of sick leave shall be cumulative to a maximum of 120 days.

Effective July 1, 1991, all certified employees who have an accumulation of 120 days sick leave shall have an additional sixteen (16) days to use during the current year, but the maximum accumulation to carry over reverts to 120 days as of June 30 each school year.

The Employer reserves the right to require such reasonable evidence as it may desire

confirming the necessity for the use of sick leave by an employee, within five (5) school days of employee's return.

Employees requesting to be absent from work and to utilize sick leave benefits shall contact the principal of his/her building in manner and time frame as designated by the principal at the beginning of each school year.

The Employer required form for absences shall be completed by the employee on the day the employee returns to work.

If the sick leave is utilized for a doctor or dentist appointment, the leave may be taken on a quarter, half, or full day basis.

If an employee must leave school because of illness, the part of the day missed shall be computed to the nearest quarter or half day.

#### B. BEREAVEMENT LEAVE

A leave of not more than five (5) days with full pay, per occasion, shall be granted employees in the case of death in the immediate family. In special circumstances, at the building principal's discretion, death leave may be extended. When this occurs, the Employee shall have deducted from his/her pay the cost of a substitute.

The immediate family shall be deemed to include the following:

Parent	grandparent	stepparent
Child	mother-in-law	stepchild
Wife	father-in-law	stepbrother
Husband	son-in-law	stepsister
Brother	daughter-in-law	brother-in-law
Sister	grandchild	sister-in-law

One day per year of bereavement for a friend, neighbor, etc., will be granted with pay.

Leave, two (2) days maximum per occasion, shall be granted an employee to attend the funeral of someone other than as designated in the preceding paragraph of this Article, with the cost of a substitute to be deducted from the Employee's pay.

Bereavement leave shall be taken on a quarter, half or full day basis.

#### C. PERSONAL LEAVE WITH FULL PAY

Employees will be granted a maximum of two (2) days of personal leave. These days can be taken on a quarter, half, or full day basis. An employee may carry one unused personal day over to the next school year. An employee can accrue no more than 3 personal days in a school year.

Personal leave with full pay will not be granted for the day immediately preceding a holiday

or the last day of the contract work year.

The Building Principal must be notified a minimum of two (2) school days in advance of the leave day, except in the case of an emergency, and must approve all requests for personal business leave prior to such leave being taken. In the case of emergency, as determined by the Building Principal, the two (2) day notification period will be waived.

If neither day is used, the teacher will receive the cost of a substitute teacher for each day in the June check. If one (1) is taken by a staff member, they will receive the cost of a substitute teacher for one day for the unused day.

**D. PERSONAL LEAVE-EMPLOYEE PAYS THE COST OF A SUBSTITUTE**

Employees may be granted a maximum of (1) day of personal leave per year upon the Employee's request, provided at least two (2) days of notice is given to the building principal, and the principal approves the request. The Employee need not state the reason for requesting personal leave to the building principal.

For the day of personal leave requested, the Employee shall have the cost of a substitute deducted from his/her pay.

Personal leave with the Employee paying the cost of a substitute shall be taken on a half or full day basis.

**E. IMMEDIATE FAMILY ILLNESS LEAVE**

Five (5) days of leave per year may be granted by the Employer to an employee for serious illness in the employee's immediate family that shall include spouse, child, parent, or a member of the household. Serious illness will be considered hospitalization, outpatient surgery, or an illness requiring the employee's presence. For the first two (2) days of immediate family illness leave taken, the Employee will receive full pay from the Employer. For each of the other three days taken, the employee **may use sick days or** shall have the cost of a substitute teacher deducted from his/her pay. A doctor's statement attesting to the seriousness of the illness or injury and the need for the employee to be present may be requested by the Employer and shall be furnished by the employee, within five (5) school days of the employee's return.

**F. PROFESSIONAL LEAVE**

Professional leave may be granted to an employee with full pay as determined by the Superintendent of Schools, upon recommendation of the building principal.

**G. JURY DUTY LEAVE**

Any employee called for jury duty shall be granted time off from work with the District paying the employee the difference between the compensation received for jury duty and the employee's daily rate of pay.



#### H. JOB RELATED INJURY

An employee injured in the course of his/her assigned duties and acting pursuant to Board Policy and who, because of his/her injury, reduces his/her sick leave below ten (10) days shall be granted (10) ten days or a fraction thereof to guarantee him/her at least that amount upon returning to work.

#### I. ASSOCIATION LEAVE

Association leave, four (4) days per year maximum, shall be granted by the Employer to a designated MDEA member (one individual or two (2) individuals (MDEA member) per day only) to attend and participate in ISEA business. The four (4) days shall be with full pay for the participating Employee and the cost of a substitute for the participating Employee, if needed, shall be paid by the Employer. Request for Association leave shall be made to the building principal whose building is affected by the Employee's absence a minimum of (5) school days in advance of the leave day(s) being taken. Such request shall be made orally and in writing. Such leave shall be granted by the principal unless for GOOD CAUSE it is impossible to do so. Refusal to grant such leave when timely request has been received by the Employer shall be subject to the grievance procedure included in the Agreement.

#### J. OTHER ABSENCES

Employees will be deducted one (1) full day's pay for each day's absence other than as designated in this Article and holidays as designated in the Article titled Contract Days of Service and Holidays.

If an absence is less than full day, the absence shall be deducted on a quarter or half day basis.

### ARTICLE 9 INSURANCE

- A. The Employer agrees to provide the following insurance coverage to Employees covered by this Agreement: Employees covered must work 30 hours per week for 36 weeks.

#### 1) HOSPITAL, SURGICAL, MEDICAL INSURANCE

The Employer agrees to pay the full monthly single rate, (267.79) per month, for the hospital, surgical, medical insurance for each contract Employee covered by this Agreement.

In addition, for employees carrying the "family" plan of District sponsored insurance, the Employer will contribute (\$417.79) per month toward the family plan premium payment for dependent coverage.

HSA/HRA contributions are \$195.86 single and \$425 for family.

2) T.S.A. PROVISIONS

The Employer will provide \$215.00 per month for the current school year to a tax-sheltered annuity for the employees taking the benefit on July 1st, 1997. This is a window only for employees on the 1997-98 staff and will be limited to 10 certified staff.

The Employer will provide \$105.00 per month for the current school year to a tax-sheltered annuity for the employees taking the benefit on July 1st, 2002. This is a window only for employees on the 2002-2003 staff and will be limited to 2 certified staff.

If any of the above Employees drop the tax-shelter annuity, they will not be allowed to switch back to this benefit at some later date.

3) HOSPITAL, SURGICAL, MEDICAL INSURANCE CARRIER

The hospital, surgical, medical insurance carrier for the current year may be United Health Care. The Employer has the option of selecting another insurance carrier. However, if this is done, the Association will be presented with evidence that the coverage provided will be the same as the minimum in each of the specifications provided for in the insurance coverage in affect during the current master contract. Both parties must mutually agree to change coverage if either party requests this be done.

4) LIFE INSURANCE

The Employer will pay the yearly full cost of \$20,000 Term Life insurance covering employees only.

5) DISABILITY INSURANCE

The Employer will pay yearly full cost for long term disability insurance coverage for each employee.

Such coverage shall include the following provisions:

- a) Benefits payable to age 65
- b) Benefits shall be a minimum of 70% of salary

For life insurance and disability insurance the Employer shall select the insurance carrier and reserves the right to change carriers at its discretion.

Insurance coverage for employees new to the district shall begin on, or after the initial contract date for such Employees.

## **ARTICLE 10 EMPLOYEE HEALTH REQUIREMENTS**

A. PHYSICAL FITNESS--NEW EMPLOYEE

Each new employee shall file with the Board Secretary, no later than five (5) school days after the contract beginning date of his/her service to the Melcher-Dallas School District, a

written medical report of a physical examination, which shall include the results of a tuberculosis test.

1) **COST OF THE PHYSICAL EXAMINATION-NEW EMPLOYEE**

Cost of the physical examination for a new employee shall be borne by the new employee.

2) **PHYSICIAN-NEW EMPLOYEE**

The examining physician shall be of the employee's choice.

**B. PHYSICAL EXAMINATION REPORT FORM**

The physical examination report form to be used by the examining physician shall be the form provided by the Employer.

**C. ADDITIONAL PHYSICAL EXAMINATION - ALL EMPLOYEES**

The Employer reserves the right to request any employee covered by this Agreement to submit to a physical examination, other than designated in Section (A) of this Article, at the Employer's discretion, with the cost of such examination to be borne in total by the Employer.

## **ARTICLE 11 SAFETY PROVISIONS**

**A. EMPLOYEE SAFETY**

The Employer is committed to providing the optimum in employee safety and health in keeping with the requirements of the Occupational Safety and Health Act of 1970. It is the policy of this school district to assure, so far as possible, that every employee has a safe and healthful place in which to work.

It is also the policy of this School District to help each employee recognize his/her responsibilities to safe employment and require that he/she adhere to those responsibilities.

## B. PROTECTION OF EMPLOYEES

An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and lawful to quell a disturbance threatening physical injury to another individual; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student without search; for the purpose of self-defense; and for the protection of persons or property.

## C. ASSAULT OF AN EMPLOYEE

If the employee is acting in a responsible and lawful manner during the discharge of his/her employment responsibilities, the Employer shall provide legal aid for physical assault upon the employee.

The Employer shall reimburse the employee for the reasonable expense of any clothing or other personal property damaged or destroyed during an actual physical assault on the Employee who, while being assaulted, was acting in the employ of the Employer and was discharging his/her employment responsibilities in a reasonable and lawful manner.

Liability of the Employer for personal physical assault on an employee and/or property damage shall not extend to action taken against an employee during periods of time when the employee is not acting in the discharge of his/her contractual responsibilities with the Melcher-Dallas School District.

Employees shall immediately, or as soon as possible, report cases of assault suffered by them in connection with their employment to their building principal. The building principal shall assist the employee with notification of the assault, where deemed necessary to do so, to the police.

In the cases where the assault has rendered the employee unable to act in his/her own behalf, the building principal shall notify the police and assist the employee in receiving medical assistance.

When absence arises out of or from such assault or injury, the affected employee shall be entitled to all benefits described in this Agreement. Sick leave days, with full pay, shall be utilized by the employee to the maximum extent of sick leave days available to the employee on the date of the assault. Upon an employee's return to full-time work, after an absence due to personal assault, as described in paragraph 2 above, the affected employee shall be credited with a number of sick leave days equal to the number of days of absence due to the assault but no more than the maximum number of accumulated days of sick leave available to the employee on the date of the assault.

If the assault results in injuries which necessitates absence from work by the affected employee Workmen's Compensation is applicable, to the extent of the maximum number of sick leave days available to the employee on the date of the assault, the employee shall be entitled to full pay, whether from the Employer, Workmen's Compensation or a combination of Workmen's Compensation and Employer compensation, but shall not be entitled to more

than the employee's contracted salary with the employer.

The Employer's liability for compensation for the affected employee's period of absence from work shall not extend past the number of accumulated sick leave days available to the employee on the date of the assault. Disability resulting from the assault and requiring the affected employee to miss the maximum number of sick leave days available on the date of the assault, and resulting in a long term disability absence from work shall be covered by the Melcher-Dallas School District Group Long Term Disability insurance coverage described elsewhere in this Agreement if the employee qualifies for such coverage and benefits.

## **ARTICLE 12 EMPLOYEE EVALUATION**

### **A. EVALUATION**

- 1) All probationary teachers, as delineated in Iowa Code 279, will be formally evaluated at a minimum of twice each year. All other teachers will be evaluated at least once every three years. All classroom observations will be at least thirty (30) minutes in length.
- 2) Employees shall be informed of the evaluation procedure and the instrument used for evaluations prior to the observation.
- 3) All evaluations as stated in Section 1 will be reported in writing. Copies of the evaluation will be placed in the employee's personnel file. The employee will have a chance to respond to the evaluation in writing which will be signed both by the evaluator and employee. The employee's signature will only indicate that the employee has seen the evaluation and does not necessarily agree with the evaluation. Employee will receive a copy of all evaluations within seven (7) school days of the observation.
- 4) The principal will have a post-evaluation conference with the employee within ten (10) school days of the evaluation for the purpose of reviewing the evaluation.
- 5) All evaluation materials in the teacher's personnel file are available for review by that teacher if he/she desires to inspect the contents. The employee will have the right to respond to all materials contained in said file. Such employee responses will become a part of said file. Any complaints directed toward an employee which are placed in his/her personnel file shall be promptly called to his/her attention in writing.

### **B. INSTRUMENT**

A committee, made up of a Board of Education Member (or their designee), administration, teachers, and association members will review the evaluation instrument and make changes upon mutual agreement of all parties.

**APPENDIX 1**  
**MELCHER-DALLAS COMMUNITY SCHOOL SALARY SCHEDULE**  
**2006-07**

**BASE**                      **\$24,800**  
                                  \$635                      \$685                      \$730                      \$770                      \$810

<b>Steps</b>	<b>BA</b>	<b>BA +12</b>	<b>BA +24</b>	<b>BA+42/MA</b>	<b>MA +15</b>
1	24,800	25,485	26,215	26,985	27,795
2	25,435	26,170	26,945	27,755	28,605
3	26,070	26,855	27,675	28,525	29,415
4	26,705	27,540	28,405	29,295	30,225
5	27,340	28,225	29,135	30,065	31,035
6	27,975	28,910	29,865	30,835	31,845
7	28,610	29,595	30,595	31,605	32,655
8	29,245	30,280	31,325	32,375	33,465
9	29,880	30,965	32,055	33,145	34,275
10	30,515	31,650	32,785	33,915	35,085
11	31,150	32,335	33,515	34,685	35,895
12	31,785	33,020	34,245	35,455	36,705
13	32,420	33,705	34,975	36,225	37,515
14		34,390	35,705	36,995	38,325
15		35,075	36,435	37,765	39,135

- 1) The minimum increments between steps will be \$635-BA; \$685-BA+12; \$730-BA+24; \$770-BA+42/MA; \$810-MA+15; lane each year.

Employees on the salary schedule shall be advanced one step vertically on the schedule for each year of service until the maximum for their lane is reached. A year of service shall mean a minimum of ninety (90) teaching days or more in the preceding year.

- 2) Employees new to the district will be allowed up to five (5) years of previous experience or more, discretionary with the Board, for placement on the schedule.
- 3) Employees new to the district will not be placed higher on the schedule than a current employee with equal experience and education.
- 4) To advance from one lane to another, an employee must have approval of course credit in advance from the superintendent and/or the board of education. Approval will be granted for all graduate courses and/or approved courses from the AEA taken in the employee's teaching area. Other courses may be used with prior approval from the superintendent and/or board of education.

- 5) Evidence of additional college work in the form of a letter or note from the instructor shall be presented to the Board Secretary no later than one (1) week after the first day of the contract school year. The official transcript will be to the Board Secretary no later than three (3) weeks after the first day of the contract school year.
- 6) After each employee is on the top step of a lane for one year they will receive \$3,750.00 in their November check.
- 7) Teachers who teach classes over the ICN will receive \$35 per student per semester for those non-Melcher-Dallas students receiving instruction.

## APPENDIX 2

### Melcher-Dallas Community School

2006-2007

#### Extra Duty Pay Schedule

Gen Base

\$24,800.00

	%	1st Year	%	2nd Year
<b>Athletics</b>				
Head HS Boys Basketball	10%	\$ 2,480.00	10.50%	\$ 2,604.00
Head HS Girls Basketball	10%	\$ 2,480.00	10.50%	\$ 2,604.00
JH Boys Basketball	5%	\$ 1,240.00	5.50%	\$ 1,364.00
JH Girls Basketball	5%	\$ 1,240.00	5.50%	\$ 1,364.00
JV Boys Basketball	7%	\$ 1,736.00	7.50%	\$ 1,860.00
JV Girls Basketball	7%	\$ 1,736.00	7.50%	\$ 1,860.00
Head HS Baseball	10%	\$ 2,480.00	10.50%	\$ 2,604.00
Assit HS Baseball	7%	\$ 1,736.00	7.50%	\$ 1,860.00
JR High Baseball	5%	\$ 1,240.00	5.50%	\$ 1,364.00
Head HS Football	10%	\$ 2,480.00	10.50%	\$ 2,604.00
Assit HS Football	7%	\$ 1,736.00	7.50%	\$ 1,860.00
JH Head Football	5%	\$ 1,240.00	5.50%	\$ 1,364.00
Assit JH Football	5%	\$ 1,240.00	5.50%	\$ 1,364.00
JV Football	7%	\$ 1,736.00	7.50%	\$ 1,860.00
Girls and Boys Golf *SEW	6%	\$ 1,488.00	6.50%	\$ 1,612.00
Head HS Softball	10%	\$ 2,480.00	10.50%	\$ 2,604.00
Assit HS Softball	7%	\$ 1,736.00	7.50%	\$ 1,860.00
JR. High Softball	5%	\$ 1,240.00	5.50%	\$ 1,364.00
Head HS Boys Track	8%	\$ 1,984.00	8.50%	\$ 2,108.00
Head HS Girls Track	8%	\$ 1,984.00	8.50%	\$ 2,108.00
JH Boys Track	4%	\$ 992.00	4.50%	\$ 1,116.00
JH Girls Track	4%	\$ 992.00	4.50%	\$ 1,116.00
Head HS Volleyball	10%	\$ 2,480.00	10.50%	\$ 2,604.00
Assit HS Volleyball	7%	\$ 1,736.00	7.50%	\$ 1,860.00

JH Volleyball	5% \$ 1,240.00	5.50% \$ 1,364.00
Asst JH Volleyball	5% \$ 1,240.00	5.50% \$ 1,364.00
JR Girls Basketball	5% \$ 1,240.00	5.50% \$ 1,364.00
Head HS Wrestling *	10% \$ 2,480.00	10.50% \$ 2,604.00
Asst HS Wrestling *	7% \$ 1,736.00	7.50% \$ 1,860.00
JH Wrestling *	5% \$ 1,240.00	5.50% \$ 1,364.00
<b>Other</b>		
Cheerleader Sponsor Fall	2% \$ 496.00	2.50% \$ 620.00
Cheerleader Sponsor Winter	2% \$ 496.00	2.50% \$ 620.00
Drill Team	6% \$ 1,488.00	6.50% \$ 1,612.00
<b>Instrumental Music</b>		
Marching Band	3% \$ 744.00	3.50% \$ 868.00
Concert Band	4% \$ 992.00	4.50% \$ 1,116.00
Pep Band	1% \$ 248.00	1.50% \$ 372.00
Jazz Band	2% \$ 496.00	2.50% \$ 620.00
Summer Band Lessons	*requires schedule to be approved \$ 20/hr.	\$20/hr.
<b>Vocal Music</b>		
HS Chorus	3% \$ 744.00	3.50% \$ 868.00
JH Chorus	1% \$ 248.00	1.50% \$ 372.00
Swing Choir	2% \$ 496.00	2.50% \$ 620.00
Elementary Music	2% \$ 496.00	2.50% \$ 620.00
<b>Speech and Drama</b>		
Drama Director	6% \$ 1,488.00	6.50% \$ 1,612.00
Large Group Speech	3% \$ 744.00	3.50% \$ 868.00
Small Group Speech	3% \$ 744.00	3.50% \$ 868.00
<b>Publications</b>		
Yearbook Sponsor	5% \$ 1,240.00	5.50% \$ 1,364.00
School Newsletter	4% \$ 992.00	4.50% \$ 1,116.00
<b>Clubs/Classes</b>		
Jr Class	2% \$ 496.00	2.50% \$ 620.00
FBLA	3% \$ 744.00	3.50% \$ 868.00
FCCLA	2% \$ 496.00	2.50% \$ 620.00
National Honor Society	1% \$ 124.00	1.50% \$ 248.00
Student Council 7-8	3% \$ 620.00	3.50% \$ 744.00
Student Council HS	3% \$ 744.00	3.50% \$ 868.00
<b>Other</b>		
Activities Director	14% \$ 3,472.00	15.00% \$ 3,720.00
Drivers Education	\$ 130.00	
Math Counts Sponsor (1)	\$ 250.00	



Mock Trial Sponsors (2)	\$ 250.00	
Odyssey of the Mind Sponsors (2)	\$ 250.00	
Summer School	\$ 20.00	
HS TAG Coordinator	\$ 1,100.00	\$ 1,100.00
Elementary TAG Coordinator	\$ 1,100.00	\$ 1,100.00

**Extended Duty**

Guidance 6 days

\* If the TAG Coordinator is not hired during the daytime, however, twenty (\$20.00) dollars per hour may be used for TAG Enrichment activities conducted outside normal school hours, excluding travel time, subject to administration approval.

A one-half per cent for one year experience growth will be added for the 2006-2007 activities that are on a per cent.

**ARTICLE 13  
DURATION**

THIS AGREEMENT shall remain in full force and effect from August 19, 2006 and shall continue in effect until Midnight August 18, 2007. This Agreement shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiators, and their signatures placed thereon, all on the 16<sup>th</sup> day of Oct., 2006.

MELCHER-DALLAS COMMUNITY  
EDUCATION ASSOCIATION

MELCHER-DALLAS COMMUNITY  
BOARD OF EDUCATION

By [Signature]  
Its President

By [Signature]  
Its President

By [Signature] 10-13-06  
Its Chief Negotiator

By [Signature]  
Its Chief Negotiator